

The Ergonomic Institute of Northern California (OINC) & Dr. Patricia Frisch's Class Enrollment and Product Purchase Agreement: Terms, Conditions, and Policies

For the purposes of this document, "Dr. Patricia Frisch" and "OINC" refer to Dr. Patricia Frisch, Executive Director of The Ergonomic Institute of Northern California.

By enrolling in an OINC live course or purchasing an OINC product, students agree to the following:

Right to Refuse

OINC has the right to refuse class enrollment or other purchase from any person for any reason.

Age Requirement

To enroll in a live class or purchase a product, the purchaser must be 18 years of age or older.

Prerequisites

When enrolling in any OINC live class or purchasing a distance learning or other product, you agree that you have read the course and product descriptions and have met all prerequisites and will honor all policies.

Enrollment Deadlines

All standard tuition course registrations must be made 14 days or more in advance of the class date. Students who wish to take advantage of early enrollment discounted tuition must enroll 30 days or more in advance of the class date. Students who are subsidized by scholarship money will lose their discounts/funds if they do not enroll in a class 30 days or more in advance, unless they have made other arrangements with Dr. Frisch in advance. Tuitions paid on or after the class date or payment plan due date will incur a \$20 late fee, unless other payment arrangements have been made with Dr. Frisch in advance.

Late Fees

Tuitions paid on or after the class date or payment plan due date will incur a \$20 late fee, unless other payment arrangements have been made with Dr. Frisch in advance. An additional \$20 late fee will be added every 30 days for which a balance due remains, until the balance is paid in full.

Certifications & Class Completion Requirements

Those who successfully complete a live class will receive either a Certificate of Completion or a Continuing Education Certificate. In order to successfully complete any live class, you must be in attendance for the entire class time period. Classes are not considered complete until the student has submitted a class evaluation form, supplied at the time of class. Certificates of Completion and Continuing Education Certificates will be issued within 30 days of when the class has been successfully completed.

Continuing Education Credit:

- Live and Audio Distance Learning courses taught by Dr. Patricia Frisch may be eligible for C.E. credit for California psychologists through the California Psychological Association (CPA). The Board of Behavioral Sciences recognizes CE Courses approved through CPA for MFT's, and LCSW's. Dr. Frisch maintains responsibility for her programs and their content. If you are a professional interested in continuing education credit, please contact Dr. Frisch for information as to which courses qualify and to learn of any special completion requirements.
- California Registered Nurses may receive CE credit for all Live and Audio Distance Learning courses. Dr. Frisch is a provider approved by the California Board of Registered Nursing, Provider Number CEP 15245.
- In order to receive CE credit for live classes, students must attend 100% of the class or make arrangements with Dr. Frisch to make-up missed portions.
- California professionals who take *audio distance learning courses* for credit must complete all requirements within 60 days of purchasing their courses. Requirements include submitting a course evaluation form and signing a statement that they have listened to the entire course. Depending on the course and your license, other requirements may apply. Please contact us for specific details.
- Any student wishing CE credit for a specific course must pay an additional \$20 certificate fee, per class. Please select the CE Certificate product offered to you when you are in the shopping cart process and provide your license information in the spaces provided.

Series Attendance Policy

Several programs/series, such as the Independent Study Path's Introductory, Intermediate, and Advanced Levels 1-3 Series, consist of multiple classes and attendance in every class for each particular Series is required.

1. Students may only be excused from class with prior permission from Dr. Frisch.
2. Students must make up any missed classes before resuming their training and must pay for any additional expense associated with doing so.

Confidentiality

Patient confidentiality is the responsibility of the student/therapist when involved in case presentations and patient discussions during class. Please do not reveal the identity of patients during classes.

Drop & Refund Policies for Live Classes

1. If you drop a live class 15 or more days in advance of the class start date, you will receive a full refund minus a \$50 cancellation fee.
2. If you drop a live class 1-14 days in advance of the class start date, OINC will retain \$50 or 50% of your paid tuition, whichever is greater, and refund the balance to you.
3. No refunds will be given for any live class on or after the start date of that class.
4. If the Institute cancels a live class for any reason, we will refund the student's entire paid fee.

5. All refunds will be in the form of either a credit to your credit card or by check, which will be processed by OINC within 30 days of your drop or OINC's cancellation date.

CD Products and Distance Learning Classes

All purchases of CD Products and Distance Learning classes are final and no refunds will be issued except:

1. If OINC is unable to deliver the CD or Distance Learning Class within 30 days of its purchase – upon request, a refund for the entire paid amount will be issued to the student in the form of a credit to the purchaser's credit card or by check. Refund checks in this instance will be delivered within 60 days of non-delivery of CD or Class.
2. If a CD product is defective and the student notifies OINC within 10 days of receipt, then OINC will replace the CD at no additional cost to the student. OINC may also elect to provide the replacement in the form of an MP3 downloadable file.

Complaint Procedures

Dr. Frisch is fully committed to conducting all activities in strict conformance with the American Psychological Association's Ethical Principles of Psychologists. She complies with all legal and ethical responsibilities to be non-discriminatory in promotional activities, program content and in the treatment of program participants. The monitoring and assessment of compliance with these standards will be the responsibility of the CPA PAS CE Program Director in consultation with Dr. Frisch.

While Dr. Frisch works to assure fair treatment for all participants and attempts to anticipate problems, there will be occasional issues that may require intervention and/or action on her part.

If, as a student, you have a complaint regarding:

- The speaker, including their style of presentation or response interaction with a student
- Other students in class
- The information /content being taught
- The class facilities or distance learning media
- Business policies of Dr. Frisch or OINC

Those complaints may be communicated to us in any or all of the following ways:

- In writing or orally to Dr. Frisch
- In writing or orally to the Executive Assistant. In this instance, the student may optionally request that their identity be protected and not shared with Dr. Frisch or any other named party. Under these circumstances, the Executive Assistance will ensure the student's confidentiality when handling the complaint.
- There may be some instances where Dr. Frisch or her Executive Assistant require that the complaint be made in writing and signed by the student, for record keeping purposes.

Resolution Options

Dr. Frisch or the Executive Assistant will take one or more of the following action when responding to a complaint:

- Share the information with involved parties and discuss possible corrective action. The status of this decision and related information will be communicated to the complainant.
- Dr. Frisch or her Executive Assistant will mediate and be the final arbitrator regarding issues concerning workshop content, level of presentation, business policies, and facilities. Responsive action may include partial or full tuition refunds, or transfer of tuition or the student to other classes.

Diversity Statement & Students with Disabilities

Dr. Frisch endeavors to design her programs, including course content and policies, in a manner that respects cultural, individual, and role differences as well as addresses issues of diversity including those based on age, gender, gender identity, race, ethnicity, culture, national origin, religion, sexual orientation, disability, language, and socioeconomic status. In addition, she takes steps to make all CE programs accessible to individuals with disabilities, according to the requirements of the Americans with Disabilities Act.

Sole Property

OINC CD's and Distance Learning courses, as well as material presented during live classes, are the sole, copyrighted property of Dr. Frisch and OINC. CD material and Distance Learning courses may only be accessed and privately used by the purchaser, and no copies may be made. Students who record lectures during live classes may only use those recordings for their own learning and may not distribute or share them with others.

Financial Assistance

OINC offers limited scholarship assistance for students with verifiable financial hardship. Requests must be made 30 days or more in advance of the class start date to be considered. Contact OINC for more information on how to apply.

Training Sites & Expenses for Live Classes:

Live classes may be held at various venues in the San Francisco Bay area. All student accommodations, food, miscellaneous, and travel expenses are the student's responsibility. Some facilities do not allow food to be brought onto the premises, and some require that students purchase lunch from the venue's own catering service. Please pay attention to specifics given in each **Welcome Letter**, sent prior to each training date.

Permissions and Releases

By enrolling in any OINC live class, you grant Dr. Patricia Frisch and The Organomic Institute of Northern California (OINC) the right and permission to edit, publish, distribute, sell, and otherwise use any visual/audio images and recordings of you without prior inspection or notice to you. Recordings may include group discussions in which you may have participated. This permission will be in effect indefinitely unless you withdraw it in writing to Dr. Frisch, and then that withdrawal will only pertain to images and recordings subsequent to the date of your withdrawal of permission. You waive any

right to royalties or other compensation arising from or related to the use of these visual/audio images and recordings.

Database Policies

By purchasing any of our products and classes, you agree to become part of the OINC database. Our database is never sold or shared with 3rd parties and is used exclusively to make our audience aware of OINC events and opportunities. We send out email alerts approximately 8-12 times per year. You may request to be removed from our database by sending email to assist@orgonomictherapy.com.

Credit Card Information

Your credit card information is transmitted using secure methods and, other than for transactional history purposes, is not stored by OINC.

Change in Policies

OINC has the right to modify any of its policies, at any time, without advance notice.

For More Information:

Contact The Organomic Institute of Northern California at 415-388-0622; <http://orgonomictherapy.com>, or assist@orgonomictherapy.com.